Amendment 99
Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 99 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19TH day of NOVEMBER , 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")

2. King County ("King County")

3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")

4. Pierce County Public Transportation Benefit Area ("Pierce Transit")

5. Snohomish County Public Transportation Benefit Area ("Community Transit")

6. City of Everett ("Everett")

7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A.   Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

B.   The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to include the software package provided by INIT (NxMdtClient v1.10) in ERG's Maintenance Release 12. INIT is King County Metro's (KCM) vendor. This work is performed per CR-002550 *KCM OBS MDT Client Update*.

C.   The Parties agree that the Work necessary to complete the software update and associated documentation for KCM will be performed and compensated as described below.

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to:

(a) Include the specified software package, provided by INIT, in Maintenance Release 12. This software package is identified as NxMdtClient v1.10

(b) KCM commits to include the OBS bus fleet in the KCM Prod Test to receive this update prior to the formal release of MR 12 to Production.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

	LUMP SUM COST

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To perform the work necessary to include a specified software package in Maintenance Release 12 for the KCM OBS project.	
TOTAL	**$1635**

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Ninety-nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____
Its: _____

Date: _____

The Agencies

By: *Candace Carlson*
Their: *ORCA Operating Manager*
On behalf of the Agencies
Date: *November 19, 2010*

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

_____
Elaine Aulgur

11/18/10
Date

In the presence of:

_____
Witness Signature

11/18/10
Date

Witness name: PATTY HAZARD